

## **Terms and Conditions**

- 1. Merlin Repair Specialists Limited payment terms are: 30 days from date of invoice. This applies to all account customers unless otherwise agreed in writing by both parties PRIOR to commencement of works.
- 2. A late Payment fee of 8% of total outstanding invoice value will be charge for all invoices not paid within the agreed 30 days from date of invoice terms (or thoses terms agreed)
- 3. non-account customers must pay in full PRIOR to works commencing.
- 4. Retention is 0% (works are warranted unless otherwise stated).
- 5. No discounts are applicable unless agreed in writing PRIOR to commencement of works or by written agreement. Any document requiring a signature must be signed by a duly authorised representative of both parties.
- 6. Construction Industry (Taxation) Scheme Merlin Repair Specialists is paid Gross under this scheme and our Unique Taxpayer Reference (UTR) will be supplied upon request.
- 7. For all customers, Merlin Repair Specialists Limited assume that you are the end user for the purposes of section 55A VAT Act 1994 reverse charge for building and construction services. Merlin Repair Specialists Limited will issue you with a normal VAT invoice, with VAT charged at the appropriate rate. We will not account for the reverse charge. Only with a valid VAT, CIS number and a statement confirming that you are not the end user, will Merlin Repair Specialists Limited invoice in line with Reverse VAT Charging.
- 8. C.I.T.B Merlin Repair Specialists is not a member of this scheme as the bespoke nature of our works requires, we train all operatives ourselves. Therefore, NO deductions under this scheme should be made.
- 9. Failure to gain safe access to the Sub-Contract works on the day of booking will be deemed an "Abortive visit" and will be charged for in full. Cancellations inside of 24 hours of commencement start time will also be charged in full.
- 10. Delays to Sub-Contract work beyond the control of Merlin Repair Specialists (and accepting weather or Force Majeure) but directly attributable to others may result in additional charges.
- 11. In the event of a credit limit being reached, further work will only be scheduled once the balance is reduced.
- 12. Rates are site, location and client specific, rates will fluctuate due to these influences.
- 13. Aged invoices will need to be paid prior to more work being confirmed if they exceed the agreed payment terms as above.







## **Project Specific**

- 14. All access requirements (scaffold/towers, MEWPS) are the responsibility of the requesting party unless agreed in writing PRIOR to commencement. Additional charges will be made for access equipment supplied.
- 15. A written request for attendance must be received by email or post confirming client requirements PRIOR to Merlin Repair Specialists attendance. Any order must contain the following detail:
- a. The name, contact details and title of the person ordering the work.
- b. Confirmation that they have the authority of their employer to order such works.
- c. Company name and address.
- d. Site address and contact details.
- e. Contact details of on-site person authorised to accept works each day. Please note that it is the express responsibility of the requesting contracting party to inspect and accept (by means of signature on Merlin Repair Specialists portal or paperwork) completed works daily. Failure to provide such representative will be deemed as acceptance and signature for all work completed (subject to alternative arrangements agreed in advance and in writing between the parties).
- f. Contact details of the Quantity Surveyor (or other qualified person) responsible for acceptance and payment of the invoices.
- g. Invoice address.
- h. Any other requirements of the purchasing company/individual to facilitate payment for works need to be provided at the time of booking and NOT after the event. Any information not requested at time of order subsequently requested or relied upon after Subcontract works completion will not be a valid reason for delay of settlement of invoices.
- i. Photographs as requested by Merlin Repair Specialists.
- j. Details of the work to be carried out (i.e., snag lists)
- k. Paint colour (RAL) or manufacturers details and sheen level (if incorrect information / products are used based on information received from the client, warranties will be void and work carried out will still be chargeable.)
- I. Any special texture, design, or other finish relevant to the works.
- m. Any special or peculiar circumstances or limiting factors relevant to the location of the works, their surroundings, and the safety of Merlin Repair Specialists Ltd operatives and those in the vicinity.
- n. Site operating hours
- o. Power supply available 240v/110v.
- p. Responsibility for correct lighting is the clients. Any variance and subsequent re-visit (inc additional charges) rests entirely with the client
- q. Site induction times/dates.
- r. Any prior to induction / online induction requirements to be made known at least 2 working days prior to attending site.
- s. Parking availability (on site / off site).
- t. Any restrictions on ventilation or requirement thereof.







- u. Notification of any other condition or pre-requisite for the accurate completion of Method Statements and Risk assessments.
- 16. Failure to comply with clause 14 above places all responsibility of risk and delay with the requesting contracting party.
- 17. Merlin Repair Specialists do not agree to acceptance of any documentation or reference to documentation not supplied and agreed prior to attendance.
- 18. Works cannot be complete within a live/occupied environment unless isolated with adequate ventilation. should Merlin Repair Specialists Ltd arrive and the building be live/occupied this will be classed as an "abortive visit" and the full charge will stand.
- 19. It is the soul resposibility of the customer to view and sign off all works daily. Failure to do so will be deemed acceptance of completed repairs.
- 20. If no customer representative is on site to direct technicians / sign off daily works, no responsibility can be taken by Merlin for incomplete or out of scope repairs.
- 21. Any specific information required regarding repairs completed must be requested prior to booking.
- 22. Any specific requirement of products used must be agreed prior to booking i.e Fire rating, medical grade etc
- 23. Repairs deemed to be poor or not accepted must be reported within 30 days of completion of repair. Any standard of workmanship issues reported after the 30 day period will result in a chargeable return visit.





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